

7.3.7 [CLEC] will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in [STATE].

8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the LERG in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

8.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, [CLEC] shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for BA, in all areas where BA and [CLEC] service areas overlap, and [CLEC] shall assign whole NPA-NXX codes to each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

8.4 [CLEC] will also designate a Routing Point for each assigned NXX code. [CLEC] shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain [CLEC]'s choices regarding the size of the local calling area(s) that [CLEC] may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to BA's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

9.1 **Cooperation** The Parties will work cooperatively to install and maintain a reliable network. [CLEC] and BA will exchange appropriate information (*e.g.*, maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud associated with third

number billed calls, calling card calls, and any other services related to this Agreement.

9.2 Responsibility for Following Standards Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other Party or any third parties connected with or involved directly in the network of the other.

9.3 Repeated or Willful Interference or Impairment

If Party A reasonably determines that the characteristics, facility or service or methods of operation used by Party B will or are likely to interfere with or impair Party A's provision of services, Party A may interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to the interference or impairment, subject to the following:

9.3.1 Except in emergency situations, Party A shall have given Party B at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

9.3.2 Upon correction of the interference or impairment, Party A will promptly restore the temporarily suspended service or facility. During such period of suspension or interruption, there will be no compensation or credit allowance by Party A to Party B.

9.4 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow BA standard procedures for isolating and clearing the outage or trouble. [CLEC] and BA may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.5 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish at least ninety (90) days in advance of such change, and shall use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission's rules, including, *e.g.*, the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

**10.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS;
INSTALLATION, MAINTENANCE, TESTING AND REPAIR.**

10.1 Joint Network Implementation and Grooming Process

Upon the request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia,

(a) standards to ensure that Traffic Exchange Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BA's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 (Blocking Level B.01 - high-day-network-busy-hour blocking standard as defined in Bellcore's special report - (Bellcore - ST TAP000191);

(b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

(c) disaster recovery provision escalations;

(d) additional technically feasible and geographically relevant IP(s) in a LATA as provided in Sections 4.2.3 and 4.2.4; and

(e) such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

Nothing in this Section 10.1 shall affect either Party's obligations to meet the milestone dates set forth in Schedule 4.1 hereof.

10.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be equal in quality to that provided by each of the Parties to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law. If either Party is unable to fulfill its obligations under this Section 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law.

10.3 Forecasting Requirements for Trunk Provisioning

Within ninety (90) days of executing this Agreement, [CLEC] shall provide BA a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to BA over each of the Traffic Exchange Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to BA on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the BA CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for [CLEC]-IP's and BA-IP's), interface type (*e.g.*, DS1), and trunks in service each year (cumulative).

10.3.1 Initial Forecasts/Trunking Requirements Because BA's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom [CLEC] decides to market its services, BA will be largely dependent on [CLEC] to provide accurate trunk forecasts for both inbound (from BA) and outbound (from [CLEC]) traffic. BA will, as an initial matter and upon request, provide the same number of trunks to terminate Local Traffic to [CLEC] as [CLEC] provides to terminate Local Traffic to BA, unless [CLEC] expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, in which case BA will provide the number of trunks [CLEC] suggests; provided, however, that in all cases BA's provision of the forecasted number of trunks to [CLEC] is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and [CLEC]'s previous forecasts have proven to be reliable and accurate.

10.3.2 Monitoring and Adjusting Forecasts BA will, for ninety (90) days, monitor traffic on each trunk group that it establishes at [CLEC]'s suggestion or request pursuant to the procedures identified in Section 10.3.1. At the end of such ninety (90) day period, BA may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, BA determines that any trunks in the trunk group in excess of four (4) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold [CLEC] financially responsible for the excess facilities. In subsequent periods, BA may also monitor traffic for ninety (90) days on additional trunk groups that [CLEC] suggests or requests BA to establish. If, after any such (90) day period, BA determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold [CLEC] financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, [CLEC] may request that BA disconnect trunks to meet a revised forecast. In such instances, BA may hold [CLEC] financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

10.3.3 Reciprocal Responsibility To the extent that BA requires [CLEC] to install trunks for delivery of traffic to BA, [CLEC] may apply the same procedures with respect to BA's trunking requirements.

10.4 Demand Management Forecasts

10.4.1 [CLEC] will furnish BA with good faith demand management forecasts including but not limited to: unbundled Network Elements, Interconnection and resale products. Such forecasts will describe [CLEC]'s expected needs for service volumes, and timeframes for service deployment, by Wire Center. [CLEC] agrees to provide such forecasts to BA thirty (30) days following the Effective Date, with updates to follow every six months thereafter. BA agrees that such forecasts shall be subject to the confidentiality provisions defined in Section 28.4, and that such information will only be used by BA to provide Interconnection pursuant to this Agreement.

11.0 UNBUNDLED ACCESS

Subject to the conditions set forth in Section 11.7 below, BA shall offer to [CLEC] nondiscriminatory access to Network Elements as set forth below on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of this Agreement; but, notwithstanding any other provision of this Agreement, only to the extent provision of such Network Elements on an unbundled basis is required by Applicable Law.

11.1 BA's Provision of Network Elements

Subject to the conditions set forth in Section 11.7, BA shall provide [CLEC] access to the following:

11.1.1 Loops, as set forth in Section 11.2;

11.1.2 The Network Interface Device, as set forth in Section 11.3;

11.1.3 Switching Capability, as set forth in Section 11.4;

11.1.4 Interoffice Transmission Facilities, as set forth in Section 11.5;

11.1.5 Signaling Links and Call-Related Databases, as set forth in Section 5.4 and Section 17;

11.1.6 Operations Support Systems, as set forth in Section 11.6;

11.1.7 Operator Services and Directory Assistance, as set forth in Section 19; and

11.1.8 other Network Elements in accordance with Section 11.8 below.

11.2 Loop Transmission Types

Subject to the conditions set forth in Section 11.7, BA shall allow [CLEC] to access Loops unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and conditions set forth in this Section 11.2. The available Loop types are as set forth below:

11.2.1 "2-Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described in Bell Atlantic TR-72565. If "Customer-Specified Signaling" is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. The service is more fully described in Bell Atlantic TR-72570.

11.2.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Bell Atlantic TR-72570.

11.2.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code.

11.2.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 6 Mbps toward the Customer and up to 640 kbps from the Customer. In addition, ADSL-Compatible Loops will be available only where existing copper facilities can meet applicable industry standards.

11.2.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 784 kbps digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible Loops will be available only where existing copper facilities can meet the specifications.

11.2.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" provides a channel with 4-wire interfaces at each end. Each 2-wire channel is suitable for the transport of 784 kbps

digital signals simultaneously in both directions using the 2B1Q line code. HDSL compatible Loops will be available only where existing copper facilities can meet the specifications.

11.2.7 "4-Wire DS1-compatible Loop" provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available where existing copper facilities can meet the specifications.

11.2.8 "Digital Designed Loops" are comprised of designed loops that meet specific [CLEC] requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, or BRI ISDN (Premium) Loops. "Digital Designed Loops" may include requests for:

- A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
- B) a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;
- C) a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;
- D) a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
- E) a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
- F) a 2 W Digital Designed Metallic Loop with BA-placed ISDN loop extension electronics;

11.2.8.1 BA shall make Digital Designed Loops available to [CLEC] at the rates as set forth in Exhibit A. These rates and/or rate structures shall be considered interim in nature until they have been approved by the Commission or otherwise allowed to go into effect. If the Commission should approve or make effective rates and/or rate structures different than those shown in Exhibit A, the rates and/or rate structures approved or made effective by the Commission shall supersede those shown in Exhibit A upon the effective date of such rates and/or rate structures.

11.2.8.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 11.2.8, Items A-F):

- A. [CLEC] shall place orders for Digital Designed Loops by delivering to BA a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

- B. BA is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by BA for compatibility with ADSL and HDSL signals. The results of this survey will be stored in a mechanized database and made available to [CLEC] as the process is completed in each Central Office. [CLEC] must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL or HDSL Loop. Charges for mechanized loop qualification information are set forth in Exhibit A. [CLEC] may use prequalified Loops to offer SDSL or IDSL services, but neither BA's prequalification process nor its current Loop offerings are designed to ensure compatibility with such services or any services other than those set forth in the Loop descriptions set forth above.
- C. If the Loop is served out of a Central Office that has not been prequalified on a mechanized basis, [CLEC] must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, or BRI ISDN Loop. The rates for manual loop qualification are set forth in Exhibit A. In general, BA will complete a manual loop qualification request within three business days, although BA may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.
- D. If the mechanized loop qualification database indicates that a Loop does not qualify (*e.g.*, because it does not meet the applicable technical parameters set forth in the Loop descriptions above), [CLEC] may request a manual loop qualification, as described in paragraph B, to determine whether the result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).
- E. If [CLEC] submits a service order for an ADSL, HDSL, or BRI ISDN Loop that has not been prequalified on either a mechanized or manual basis, BA will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If [CLEC] submits a service order for an ADSL, HDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, BA will respond back to [CLEC] with a "Nonqualified" indicator.
- F. Where [CLEC] has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL,

HDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if [CLEC] is already aware of the conditioning required (*e.g.*, where [CLEC] has previously requested a manual loop qualification), [CLEC] may submit a service order for a Digital Designed Loop. BA will undertake to condition or extend the Loop in accordance with this Section 11.2.8 upon receipt of [CLEC]'s valid, accurate and pre-qualified service order for a Digital Designed Loop.

11.2.8.3 [CLEC] acknowledges that Digital Designed Loops are currently being rolled out throughout BA's service territory, including areas where BA may not have a retail service that utilizes comparable Loop facilities. As a result, it is possible that provisioning intervals for Digital Designed Loops may not be at optimal levels during the early stages of this roll out. The Parties will make reasonable efforts to coordinate their respective roles in the early phases of the roll out in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by [CLEC], an interval of eighteen (18) business days will be required by BA to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

- A. Three (3) business days will be required following receipt of [CLEC]'s valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.
- B. Upon completion of an Engineering Query, BA will initiate the construction order to perform the changes/modifications to the Loop requested by [CLEC]. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to BA's standard provisioning intervals.

11.2.8.4 If [CLEC] requires a change in scheduling, it must contact BA to issue a supplement to the original service order. If [CLEC] cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, [CLEC] shall compensate BA for an Engineering Work Order charge as set forth in Exhibit A. If [CLEC] cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, [CLEC] shall compensate BA for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in Exhibit A.

11.3 Network Interface Device

11.3.1 Subject to the conditions set forth Section 11.7, and at the request of [CLEC], BA shall permit [CLEC] to connect [CLEC]'s Loop to the Inside Wiring of a Customer's premises through the purchase and use of BA's NID in the manner set forth in this Section 11.3 and at the charges set forth in Exhibit A. [CLEC] must establish the connection to BA's NID through an adjoining network interface device deployed by [CLEC]. The Customer shall be responsible for resolving any conflicts between service providers for access to the Customer's premises and Inside Wire.

11.3.2 In no case shall [CLEC] access, remove, disconnect or in any other way rearrange BA's loop facilities [the Network side of the interface] from BA's NIDs, enclosures, or protectors.

11.3.3 In no case shall [CLEC] access, remove, disconnect or in any other way rearrange a customer's Inside Wire from BA's NIDs, enclosures, or protectors where such customer Inside Wire is used in the provision of ongoing Telecommunication Service to that Customer.

11.3.4 In no case shall [CLEC] remove or disconnect ground wires from BA's NIDs, enclosures, or protectors.

11.3.5 In no case shall [CLEC] remove or disconnect NID modules, protectors, or terminals from BA's NID enclosures.

11.3.6 Maintenance and control of premises wiring (Inside Wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the Customer.

11.3.7 When [CLEC] is not connecting a [CLEC] provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the BA NID, [CLEC] does not need to submit a request to BA and BA shall not charge [CLEC] for access to the BA NID. In such instances, [CLEC] shall comply with the provisions of sections 11.3.2 through 11.3.6 and shall access the Customer's Inside Wire in a manner set forth in 11.3.7.1 below.

11.3.7.1 Due to the wide variety of NIDs utilized by BA (based on Customer size and environmental considerations), [CLEC] may access the Customer's Inside Wire, acting as the agent of the end user by any of the following means:

(a) Where an adequate length of Inside Wire is present and environmental conditions permit, requesting carrier (*i.e.*, [CLEC] or [CLEC]'s agent, the

building owner, or the Customer) may remove the Inside Wire from the Customer's side of the BA NID and connect that wire to [CLEC]'s NID;

(b) Where an adequate length of Inside Wire is not present or environmental conditions do not permit, [CLEC] may enter the Customer side of the BA NID enclosure for the purpose of removing the Inside Wire from the terminals of BA's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the BA NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the BA NID.

(c) Request BA to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (*i.e.* [CLEC], its agent, the building owner or the Customer), as set forth in Exhibit A. If [CLEC] accesses the Customer's Inside Wire as described in this paragraph (c), time and materials charges will be billed to the requesting party (*i.e.* [CLEC], its agent, the building owner or the Customer).

11.4 Unbundled Switching Elements

Subject to the conditions set forth in Section 11.7, BA shall make available to [CLEC] the local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services in accordance with Applicable Law and as more fully described in Schedule 11.4, at the rates set forth in Exhibit A.

11.5 Unbundled InterOffice Facilities

Subject to Section 11.7, where facilities are available, at [CLEC]'s request, BA shall provide [CLEC] with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with but only to the extent required by Applicable Law, at the rates set forth in Exhibit A and in BA's applicable Tariffs, if any, as amended from time to time and in accordance with Section 20; provided, however, that BA shall offer unbundled shared IOF only to the extent that [CLEC] also purchases unbundled local switching capability from BA in accordance with Section 11.4 of this Agreement.

11.6 Operations Support Systems

Subject to the conditions set forth in Section 11.7 below, BA shall provide [CLEC] with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable. All such transactions shall be submitted by [CLEC] through such electronic interfaces.

11.7 Limitations on Unbundled Access

11.7.1 The Parties acknowledge that BA is not required by Applicable Law to provide Network Elements or combinations of Network Elements ("Combinations") to [CLEC] on an unbundled basis until an FCC order prescribing the Network Elements that must be provided by BA pursuant to the Act (an "FCC Remand Order") becomes effective.

11.7.2 Subject to Applicable Law or any provision of this Agreement permitting BA to terminate the provision of Network Elements, BA agrees voluntarily to provide to [CLEC], on an unbundled, individual, uncombined basis, the Network Elements identified in this Agreement in accordance with this Agreement until the effective date(s) of an FCC Remand Order.

11.7.3 Upon the effective date(s) of an FCC Remand Order with respect to any particular Network Element, BA's voluntary agreement to provide that Network Element under Section 11.7.2 shall terminate and, except to the extent the provision of that Network Element is required by Applicable Law, BA may (but shall not be obligated to) terminate the provision of that Network Element (including but not limited to any facility, equipment, feature, function or capability identified in this Agreement as a Network Element).

11.7.4 Nothing contained in this Agreement shall be deemed to constitute agreement by BA that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element BA is required by Applicable Law to provide to [CLEC] on an unbundled basis.

11.7.5 To the extent BA is required by Applicable Law to provide a Network Element to [CLEC] in accordance with an FCC Remand Order or the FCC order in CC Docket Nos. 98-147 and 96-98, released December 9, 1999, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be provided in accordance with an applicable Tariff of BA, if any. In the absence of such a Tariff, prior to BA's provision of such Network Element, and upon request, in writing, of either Party, the Parties will negotiate in good faith to amend this Agreement, as necessary, so that this Agreement includes terms, conditions and prices for the required Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) as required by Applicable Law.

11.7.6 Notwithstanding anything to the contrary in this Agreement, BA shall be obligated to provide a Combination only to the extent provision of such Combination is required by Applicable Law. To the extent BA is required by Applicable Law to provide a

Combination to [CLEC], the terms, conditions and prices for the Combination (including, but not limited to, the non-recurring charge to compensate the providing Party for the Combination, terms and conditions defining the Combination and stating when and where the Combination will be available and how it may be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be as provided in BA's applicable Tariff, if any. In the absence of an applicable Tariff, prior to provision of such Combination and upon request, in writing, of either Party, the Parties will negotiate in good faith and include in this Agreement such terms, conditions, and prices.

11.7.7 Nothing contained in this Agreement shall limit BA's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance, or statute issued by the Commission, the FCC, any court, or any other governmental authority relating or pertaining to BA's obligations under this Agreement.

11.7.8 BA shall only be required to provide Loops, Ports or interoffice facilities on an unbundled basis where such facilities are available.

11.7.9 [CLEC] shall access BA's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Section 13 at the BA Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to [CLEC]'s Collocation node by means of a Cross Connection.

11.7.10 BA shall provide [CLEC] access to its Loops at each of BA's Wire Centers for Loops terminating in that Wire Center. In addition, if [CLEC] orders one or more Loops provisioned via Integrated Digital Link Carrier or Remote Switching technology deployed as a Loop concentrator, BA shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to [CLEC]. If, however, no spare physical Loop is available, BA shall within three (3) Business days of [CLEC]'s request notify [CLEC] of the lack of available facilities. [CLEC] may then at its discretion make a Network Element Bona Fide Request to BA to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). [CLEC] may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section.

11.7.11 If as the result of [CLEC] Customer actions (i.e., Customer Not Ready ("CNR")), BA cannot complete requested work activity when a technician has been dispatched to the [CLEC] Customer premises, [CLEC] will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in Exhibit A and the Premises Visit Charge as specified in BA's applicable retail Tariff.

11.8 Availability of Other Network Elements on an Unbundled Basis

11.8.1 BA shall, upon request of [CLEC] and to the extent required by Applicable Law, provide to [CLEC] access to its Network Elements on an unbundled basis for the provision of [CLEC]'s Telecommunications Service. Any request by [CLEC] for access to a BA Network Element that is not already available shall be treated as a Network Element Bona Fide Request. [CLEC] shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.

11.8.2 A Network Element obtained by one Party from the other Party under this Section 11.8 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service.

11.8.3 Notwithstanding anything to the contrary in this Section 11.8, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 11.8 except as required by Applicable Law.

11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops

The following coordination procedures shall apply to "live" cutovers of BA Customers who are converting their Telephone Exchange Services to [CLEC] Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loop"s) to be provided by BA to [CLEC].

11.9.1 Subject to approval by the Commission, coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If [CLEC] does not request a coordinated cutover, BA will process [CLEC]'s order as a new installation subject to applicable standard provisioning intervals.

11.9.2 [CLEC] shall request Analog 2W Loops for coordinated cutover from BA by delivering to BA a valid electronic Local Service Request ("LSR"). BA agrees to accept from [CLEC] the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the BA Regional CLEC Control Center ("RCCC") and subject to the availability of BA's work force. In the event that BA's work force is not available, [CLEC] and BA shall mutually agree on a New Conversion Time, as defined below. [CLEC] shall designate the Scheduled Conversion Time subject to BA standard provisioning intervals as stated in the BA CLEC Handbook, as may be revised from time to time. Within two (2) business days of BA's receipt of such valid LSR, or as otherwise required by Applicable Law, BA shall provide [CLEC] the firm commitment ("FOC") date by which the Analog 2W Loops covered by such LSR will be converted.

11.9.3 [CLEC] shall provide dial tone at the [CLEC] Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.

11.9.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

11.9.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

(i) If BA requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from [CLEC]; and

(ii) If [CLEC] requests to reschedule outside the one (1) hour time frame above, [CLEC] shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

11.9.5 If [CLEC] is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If BA is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, BA and [CLEC] will reschedule and, upon request from [CLEC], BA will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

11.9.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to [CLEC] is fifteen (15) minutes per Analog 2W Loops for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

11.9.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

11.9.8 If [CLEC] requires Analog 2W Loops conversions outside of the regularly scheduled BA RCCC operating hours, such conversions shall be separately negotiated.

Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

11.10 Maintenance of Unbundled Network Elements

If (a) [CLEC] reports to BA a Customer trouble, (b) [CLEC] requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by BA's facilities or equipment in whole or in part, then [CLEC] shall pay BA a charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by [CLEC] is not available at the appointed time. [CLEC] accepts responsibility for initial trouble isolation and providing BA with appropriate dispatch information based on its test results. If, as the result of [CLEC] instructions, BA is erroneously requested to dispatch to a site on BA company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to [CLEC] by BA. If as the result of [CLEC] instructions, BA is erroneously requested to dispatch to a site outside of BA company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to [CLEC] by BA. BA agrees to respond to [CLEC] trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly initiated Telecommunications Carrier.

12.0 RESALE -- SECTIONS 251(b)(1) and 251(c)(4)

12.1 Resale at Retail Rates

BA shall make available to [CLEC] for resale all Telecommunications Services as described in Section 251(b)(1) of the Act, pursuant to the rates, terms and conditions of BA's applicable Tariffs, as may be amended from time to time.

12.2 Resale at Wholesale Rates

BA shall make available to [CLEC] for resale all Telecommunications Services that BA provides at retail to Customers that are not Telecommunications Carriers at the retail prices set forth in BA's Tariffs less the wholesale discount set forth in Exhibit A in accordance with Section 251(c)(4) of the Act. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s).

12.3 Availability of Support Services and Branding for Resale

BA shall make available to [CLEC] the various support services for resale described in Schedule 12.3 hereto in accordance with the terms set forth therein. In addition, to the extent required by Applicable Law, upon request by [CLEC] and at prices, terms and conditions to be negotiated by [CLEC] and BA, BA shall provide BA Retail Telecommunications Services (as defined in Schedule 12.3) that are identified by [CLEC]'s trade name, or that are not identified

by trade name, trademark or service mark.

12.4 Additional Terms Governing Resale and Use of BA Services

12.4.1 [CLEC] shall comply with the provisions of this Agreement (including, but not limited to, all applicable BA Tariffs) regarding resale or use of BA services. In addition, [CLEC] shall undertake in good faith to ensure that its Customers comply with the provisions of BA's Tariffs applicable to their use of BA's Telecommunications Services.

12.4.2 Without in any way limiting Section 12.4.1, [CLEC] shall not resell (a) residential service to business or other nonresidential Customers of [CLEC], (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from BA, or (c) any other BA service in violation of any user or user group restriction that may be contained in the BA Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Law. In addition, [CLEC] shall be subject to the same limitations that BA's own retail Customers may be subject to with respect to any Telecommunications Service that BA discontinues offering.

12.4.3 BA shall not be obligated to offer to [CLEC] at a wholesale discount Telecommunications Services that BA offers at a special promotional rate if such promotions are for a duration of ninety (90) days or less.

12.4.4 [CLEC] shall not be eligible to participate in any BA plan or program under which BA Customers may obtain products or merchandise, or services which are not BA Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using BA Telecommunications Services.

12.4.5 BA may impose additional restrictions on [CLEC]'s resale of BA's retail Telecommunications Services to the extent permitted by Applicable Laws.

13.0 COLLOCATION – SECTION 251(c)(6)

13.1 To the extent required by Applicable Law, BA shall provide Collocation for the purpose of facilitating [CLEC]'s Interconnection with facilities or services of BA or access to unbundled Network Elements of BA, except as otherwise mutually agreed to in writing by the Parties. Such Collocation shall be provided pursuant to BA's applicable federal and state Tariffs as amended from time to time.

13.2 [INTENTIONALLY OMITTED] [FOR DC: The Parties acknowledge that BA has filed or amended applicable state Tariffs to implement the requirements of the First Report and Order and Further Notice of Proposed Rulemaking in CC Docket No. 98-147 (released March 31, 1999). Such terms and conditions of the BA Tariff filing shall apply as of the Effective Date of this Agreement on an interim basis until such time as the Commission

approves applicable Tariff terms, conditions, and rates or otherwise allows such terms, conditions and rates to go into effect.]

13.3 In the course of implementing a Collocation project, BA shall:

- (a) identify the Collocation project manager assigned to the project;
- (b) develop a written comprehensive "critical tasks" timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and
- (c) provide [CLEC] with the relevant engineering requirements.

13.4 [CLEC] shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

13.5 [CLEC] agrees to provide to BA, upon BA's request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4) and Cross Connection on non-discriminatory rates, terms and conditions.

SECTION 251(b) PROVISIONS

14.0 NUMBER PORTABILITY -- SECTION 251(b)(2)

14.1 Scope

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC. Notwithstanding anything else set forth in this Agreement, BA shall provide NP only to the extent required by Applicable Law.

14.2 Procedures for Providing LNP ("Long-term Number Portability")

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established by the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis in all End Offices in [STATE].

14.2.1 The following steps shall apply: (1) a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"); (2) the Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B; (3) after Party B has received a letter of agency ("LOA") from the

Customer, and sends an LSR to Party A. Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA.

14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

14.2.3 When a Customer of Party A elects to port its telephone number(s) to Party B and the Customer has previously secured a reservation of line number(s) from Party A for possible activation at a future point, these reserved but inactive number(s) may be ported along with the active number(s) to be ported, provided the number(s) have been reserved for the Customer. (Reserved telephone numbers are non-working telephone numbers assigned to a specific Customer to be used at a later time.) The numbers are assigned to the Customer either via Tariff or other contractual arrangement between the Customer and Party B. Party B may request that Party A port all reserved number(s) assigned to the Customer, or that Party A port only those number(s) listed by Party B. As long as Party B maintains reserved but inactive number(s) ported for the Customer, Party A shall not reassign those number(s). Party B shall not reassign the reserved number(s) to another end user Customer.

14.2.4 When a Customer of Party A elects to port its telephone number(s) to Party B, Party A shall implement the ten-digit unconditional trigger feature, where available, on the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a LERG-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP-capable switches.

14.2.6 Both Parties shall provide updates to the LERG at least forty-five days prior to the deployment date of a new office and/or new NXX. All new offices and NXXs shall be designated as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all LNP capable offices within the applicable LATA.

14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless an NXX has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the

NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

14.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.0 DIALING PARITY -- SECTION 251(b)(3)

BA and [CLEC] shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs or generally available license agreements.

17.0 DATABASES AND SIGNALING

17.1 Subject to the conditions set forth in Section 11.7, BA shall provide [CLEC] with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and

access to toll free service access code (*e.g.*, 800/888/877) databases, LIDB, and any other necessary databases in accordance with Exhibit A and BA's applicable Tariffs, if any. [CLEC] shall provide BA with CCS Interconnection required for call routing and completion, and the billing of calls which involve [CLEC]'s Customers, at non-discriminatory rates, terms and conditions in accordance with Section 20.3, provided further that if the [CLEC] information BA requires to provide such call-related functionalities is resident in a database, [CLEC] will provide BA with the access and authorization to query [CLEC]'s information in the databases within which it is stored. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing Party had connected directly to the other Party's CCS network. In either case, [CLEC] shall comply with BA's SS7 certification process prior to establishing CCS Interconnection with BA.

17.2 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Local Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will output the full ten-digit telephone number of the called party to the other Party.

17.3 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

17.4 The following publications describe the practices, procedures and specifications generally utilized by BA for signaling purposes and is listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Bellcore Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and

(b) Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA-905).

17.5 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: BA shall charge [CLEC] in accordance with Exhibit A hereto and applicable Tariffs; [CLEC] shall charge BA rates equal to the rates BA charges [CLEC], unless [CLEC]'s Tariffs for CCS signaling provide for lower generally available rates, in which case [CLEC] shall charge BA such lower rates; except to the extent a Party uses a third party vendor for the provision of CCS Signaling, in which case such charges shall apply only to the third party vendor.

18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

When a Customer changes its service provider from BA to [CLEC], or from [CLEC] to BA, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. Referral Announcements shall be provided reciprocally, free of charge to the other Party, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number in the case of business Customers, or in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number, or such other time period as may be prescribed by the Commission. The periods for referral may be shorter if a number shortage condition is in effect for a particular NXX code. Upon request of either Party, the Parties shall negotiate in good faith to establish an appropriate rate for Referral Announcements. If the Parties are unable to agree upon a rate within sixty (60) days, the matter will be resolved in accordance with Section 28.9.

18.2 Coordinated Repair Calls

[CLEC] and BA will employ the following procedures for handling misdirected repair calls:

18.2.1 [CLEC] and BA will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

18.2.2 To the extent Party A is identified by Party B as the correct provider of service to a Customer that makes a misdirected repair call to Party B, Party B will immediately refer the Customer to the telephone number provided by Party A pursuant to 18.2.3, in a courteous manner and at no charge.

18.2.3 [CLEC] and BA will provide their respective repair contact numbers to one another.

18.3 Customer Authorization

18.3.1 Without limiting either Party's obligations under Section 27.1, each Party shall comply with the FCC's rules and regulations concerning Customer selection of a primary Telephone Exchange Service provider (47 C.F.R. Pt. 64, Subpart K) when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers.

18.3.2 In the event either Party (the "Requesting Party") requests the other Party (the "Executing Party") to install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon request, or (b) has not obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any rights or remedies available to the Executing Party under Applicable Law, the Requesting Party shall be liable to the Executing Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and for restoring the Customer's Telecommunications Service to its Customer-authorized condition.

18.3.3 Without limiting [CLEC]'s obligations under Section 27.1, [CLEC] shall comply with Applicable Law with regard to CPNI, including, but not limited to, 47 U.S.C. § 222, and the FCC rules in 47 CFR Section 64.2001 – Section 64.2009. [CLEC] shall not access (including, but not limited to, through BA OSS Services), use, or disclose CPNI made available to [CLEC] by BA pursuant to this Agreement unless [CLEC] has obtained all Customer authorizations for such access, use and/or disclosure required by Applicable Law. By accessing, using or disclosing CPNI, [CLEC] represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. [CLEC] shall, upon request by BA, provide proof of such authorization (including a copy of any written authorization).

18.3.4 BA shall have the right to monitor and/or audit [CLEC]'s access to and use and/or disclosure of CPNI that is made available by BA to [CLEC] pursuant to this Agreement to ascertain whether [CLEC] is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor [CLEC]'s access to and use of CPNI that is made available by BA to [CLEC] pursuant to this Agreement. [CLEC] shall cooperate and provide all necessary information and documentation in connection with such auditing or monitoring by BA.

19.0 DIRECTORY SERVICES ARRANGEMENTS

Subject to the conditions set forth in Section 11.7, and upon [CLEC]'s written request, BA will provide directory services to [CLEC] in accordance with the terms set forth herein.

19.1 Listing Information

As used herein, "Listing Information" means a [CLEC] Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information BA deems necessary for the publication and delivery of directories.

19.2 Listing Information Supply

[CLEC] shall provide to BA on a regularly scheduled basis, at no charge, and in a format required by BA or by a mutually agreed upon industry standard (*e.g.*, Ordering and Billing Forum developed), all Listing Information for each [CLEC] Customer whose assigned or ported telephone numbers fall within the geographic area covered by the relevant BA directory. [CLEC] shall also provide to BA (i) on a daily basis, information showing [CLEC] Customers who have disconnected or terminated their service with [CLEC]; and (ii) delivery information for non-listed and non-published [CLEC] Customers to enable BA to perform its distribution responsibilities. BA shall promptly provide to [CLEC], within forty-eight (48) hours of receipt by BA, a query on any listing that is not acceptable.

19.3 Listing Inclusion

BA shall include each [CLEC] Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by BA in its sole discretion, and shall provide initial distribution of such directories to such Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of [CLEC]'s Customers shall be interfiled with listings of BA's Customers and the Customers of other LECs included in the BA directories. [CLEC] shall pay BA's Tariffed charges for additional and foreign alphabetical listings and other alphabetical services (*e.g.* caption arrangements) for [CLEC]'s Customers. BA shall not require a minimum number of listings per order.

19.4 BA Information

Upon request by [CLEC], BA shall make available to [CLEC] the following information to the extent that BA provides such information to its own business offices: a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. BA also will make available to [CLEC], upon request, a copy of BA's alphabetical listings standards and specifications manual.

19.5 Confidentiality of Listing Information

BA shall accord [CLEC] Listing Information the same level of confidentiality that BA accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should BA elect to do so, it may use or license [CLEC] Listing Information for directory publishing, direct marketing, or any other purpose for which BA uses or licenses its own listing information, so long as [CLEC] Customers are not separately identified as such; and provided further that [CLEC] may identify those of its Customers who request that their names not be sold for direct marketing purposes, and BA shall honor such requests to the same extent as it does for its own Customers.

19.6 Accuracy

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of [CLEC] Customer listings. At [CLEC]'s request, BA shall provide [CLEC] with a report of all [CLEC] Customer listings no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for that directory. BA shall process any corrections made by [CLEC] with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

19.7 Standards

[CLEC] shall adhere to all practices, standards, and ethical requirements established by BA with regard to listings. By providing BA with Listing Information, [CLEC] warrants to BA that [CLEC] has the right to provide such listings to BA on behalf of its Customers. [CLEC] shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name or language used in the listing. In addition, [CLEC] agrees to release, defend, hold harmless and indemnify BA from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of BA's publication or dissemination of the Listing Information provided by [CLEC] hereunder.

19.8 Liability

BA's liability to [CLEC] in the event of a BA error in or omission of a listing shall not exceed the amount of charges actually paid by [CLEC] for such listing. In addition, [CLEC] agrees to take all reasonable steps, including entering into appropriate contractual provisions with its Customers, to ensure that its and BA's liability to [CLEC]'s Customers in the event of a BA error in or omission of a listing shall be subject to the same limitations of liability applicable between BA and its Customers.

19.9 Service Information Pages

BA shall include all [CLEC] NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for BA's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. [CLEC]'s NXX codes shall appear in such lists in the same manner as BA's NXX information. In addition, when [CLEC] is authorized to, and is offering, local service to end-users located within the geographic region covered by a specific directory, at [CLEC]'s request, BA shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, [CLEC]'s critical contact information for [CLEC]'s installation, repair and Customer service, as provided by [CLEC], and such other essential local service oriented information as agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier in accordance with BA's generally applicable policies. [CLEC] shall be responsible for providing the necessary information to BA by the applicable close date for each affected directory.

19.10 Directory Publication.

Nothing in this Agreement shall require BA to publish a directory where it would not otherwise do so.

19.11 Directory Assistance (DA) and Operator Services (OS)

19.11.1 Subject to the conditions set forth in Section 11.7 of this Agreement, either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance service, IntraLATA operator call completion services and/or directory assistance database listings. If either Party makes such a request, the Parties shall enter into a Directory Assistance and IntraLATA Operator Services Agreement substantially in the form attached hereto as Exhibit C before the services requested are provided.

19.11.2 [CLEC] shall arrange at its expense the trunking and other facilities required to transport to and from the designated DA and OS switch locations.

19.12 Busy Line Verification and Busy Line Verification Interrupt (BLV/BLVI)

19.12.1 Either Party may request that the other Party accept and respond to BLV and BLVI requests by operators of the requesting Party. The other Party shall provide the requested BLV and BLVI services in accordance with, and subject to, the rates, terms and conditions set forth in BA's FCC Tariff No. 1 (relating to Line Side verification services to other carriers) or as otherwise may be mutually agreed to in writing by the Parties.

19.12.2 Both Parties shall route BLV/BLVI traffic inquiries over separate direct trunk groups (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Each Party shall offer Interconnection for BLV/BLVI traffic at its

operator services switch serving the LATA or other mutually agreed point within the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Section 4 of this Agreement. A requesting Party shall output the appropriate NPA, ATC Code, and Routing Code (operator code) to the other Party.

20.0 RATES AND CHARGES; ASSURANCE OF PAYMENT

20.1 Except as provided in Sections 11.0, 20.2 and 20.3 hereof, the rates and charges set forth in Exhibit A hereto shall apply to the services, facilities, and arrangements provided hereunder and used for the provision of Telephone Exchange Service and associated Exchange Access.

20.2 Where there is an applicable Tariff, the rates and charges contained in that Tariff shall apply and prevail over the rates and charges shown in Exhibit A for the same services, facilities or arrangements; provided, however, that [CLEC] may not charge BA a rate higher than the BA rates and charges for the same services, facilities and arrangements.

20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction; provided further that [CLEC] may not charge BA a rate higher than the BA rates and charges for the same services, facilities and arrangements.

20.4 Upon request by BA, [CLEC] shall, at any time and from time to time, provide to BA adequate assurance of payment of amounts due (or to become due) to BA hereunder. Assurance of payment of charges may be requested by BA if [CLEC] (a) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill rendered to [CLEC] by BA, (c) in BA's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with BA or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at BA's option, consist of (i) a cash security deposit in U.S. dollars held in an account by BA or (ii) an unconditional, irrevocable standby letter of credit naming BA as the beneficiary thereof and otherwise in form and substance satisfactory to BA from a financial institution acceptable to BA, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by BA, for the services, facilities or arrangements to be provided by BA to [CLEC]

in connection with this Agreement. To the extent that BA opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable BA Tariff or by Applicable Law, interest will be paid on any such cash deposit held by BA at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. BA may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to [CLEC] in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by BA. Notwithstanding anything else set forth in this Agreement, if BA makes a request for assurance of payment in accordance with the terms of this Section, then BA shall have no obligation thereafter to perform under this Agreement until such time as [CLEC] has provided BA with such assurance of payment. The fact that a security deposit or a letter of credit is requested by BA hereunder shall in no way relieve [CLEC] from compliance with the requirements of this Agreement (including, without limitation, any applicable Tariffs) as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to BA for the services, facilities or arrangements rendered.

21.0 INSURANCE

21.1 [CLEC] shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement (including, without limitation, its obligations set forth in Section 24 hereof) and all insurance and/or bonds required by Applicable Law. At a minimum and without limiting the foregoing covenant, [CLEC] shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

21.2 [CLEC] shall name BA as an additional insured on the foregoing insurance.

21.3 [CLEC] shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish certificates or other proof of the foregoing insurance acceptable to BA. The certificates or other proof of the foregoing insurance shall be sent to: Director - Interconnection Services; Bell Atlantic Wholesale Markets; 1095 Avenue of the Americas; Room 1423; New York, NY 10036. In addition, [CLEC] shall require its agents, representatives, and contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance acceptable to BA. Certificates furnished by [CLEC] or [CLEC]'s agents, representatives, or contractors shall contain a clause stating: "Bell Atlantic - [STATE], Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22.0 TERM AND TERMINATION.

22.1 This Agreement shall be effective as of the Effective Date and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until [_____, 2002 (INSERT DATE CERTAIN TWO YEARS AFTER EFFECTIVE DATE)] (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

22.2 This Agreement shall be null and void if neither Party has ordered a facility, service or arrangement hereunder by [_____, 2001 (INSERT DATE THAT IS HALFWAY THROUGH INITIAL TERM)].

22.3 Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, but not greater than nine (9) months, in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a new interconnection agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis, for a period not to exceed six (6) months, until such time as a new agreement is entered into, or if no agreement is entered into, until (a) or (b) becomes available.

22.4 If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party no earlier than nine (9) months prior to the end of the Initial Term. The date of a Party's receipt of the other Party's request to renegotiate shall hereinafter be referred to as the "Renegotiation Request Date." Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such

request. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.

22.5 If either Party requests renegotiation of this Agreement pursuant to Section 22.4 hereof, this Agreement shall remain in effect as set forth in this Section 22.0 until the earlier of (a) the Parties' execution of a new interconnection agreement or (b) the passage of nine (9) months after the Renegotiation Request Date. If a new Interconnection Agreement negotiated by the Parties has not been duly executed within nine (9) months after the Renegotiation Request Date, the service arrangements made available under this Agreement and existing at that time shall, unless otherwise agreed by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until the Parties' new interconnection agreement is executed or until such time as (a) or (b) becomes available. Upon execution of the Parties' new interconnection agreement, that agreement shall govern the Parties' Interconnection service arrangements, rather than items (a), (b) or (c) above.

22.6 If either Party defaults in the payment of any amount due hereunder, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services, facilities and arrangements hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.